

SECURITY AGREEMENT

1. I, _____ (print full name), hereby agree to accept as a condition of my being employed by, or otherwise retained to perform services for, the Central Intelligence Agency, or for staff elements of the Director of Central Intelligence (hereinafter referred to as the "CIA"), the obligations contained in this agreement.

2. I understand that, in the course of my employment or other service with the CIA, I may be given access to information which is classified in accordance with the standards set forth in Executive Order 12065 as amended or superseded, or other applicable Executive Order, and other information which, if disclosed in an unauthorized manner, would jeopardize foreign intelligence activities of the United States Government. I accept that, by being granted access to such information, I will be placed in a position of special confidence and trust and will become obligated to protect this information from unauthorized disclosure.

3. In consideration for being employed or otherwise retained to provide services to the CIA, I hereby agree that I will never disclose in any form or any manner any of the following categories of information or materials to any person not authorized by the CIA to receive them:

a. information which is classified pursuant to Executive Order and which I have obtained during the course of my employment or other service with the CIA;

b. information, or materials which reveal information, classifiable pursuant to Executive Order and obtained by me in the course of my employment or other service with the CIA but which, because of operational circumstances or oversight, is not formally marked as classified in accordance with such Executive Order and which I know or have reason to know has not been publicly acknowledged by the Agency;

c. information obtained by me in the course of my employment or other service with the CIA that identifies ~~any person or organization that presently has or~~ formerly has had a relationship with a United States foreign intelligence organization which relationship the United States Government has taken affirmative measures to conceal.

4. In further consideration for being employed or otherwise retained to provide services to the CIA, I hereby agree that after the termination of my employment or service with the CIA, I will report the following activities to the CIA and refrain from undertaking those activities until approval of the CIA has been obtained:

a. any proposed employment as an employee, agent, or independent contractor/subcontractor for the military, intelligence or security services of a foreign government, an international organization of governments or a foreign organized resistance movement, or any employment which, while not for such entities, in any way relates to foreign military, intelligence or security activities;

b. any proposed transaction involving the provision of goods or services which in any way relates to foreign military, intelligence or security activities, whether directly or by proxy, individually or in association with others, to a foreign government, an international organization of governments or a foreign organized resistance movement.

In the case of individuals whose employment or service with the CIA is less than three years, this obligation shall continue for a period of five years after the termination of that employment or service. In the case of individuals whose employment or service with the CIA is more than three years, this obligation shall continue for life.

5. As a further condition of the special confidence and trust reposed in me by the CIA, I hereby agree to submit for review by the CIA all information or materials including works of fiction which contain any mention of intelligence data or

activities, or contain data which may be based upon information classified pursuant to executive Order, which I contemplate disclosing publicly or which I have actually prepared for public disclosure, either during my employment or other service with the CIA or at anytime thereafter, prior to discussing it with or showing it to anyone who is not authorized to have access to it. I further agree that I will not take any steps toward public disclosure until I have received written permission to do so from the CIA. I also understand and agree that, before I engage in any post-employment activities described in paragraph 4 above, I will advise the CIA in writing of the nature and extent of my proposed post-employment activities. I further agree not to engage in such activities until approval of the CIA has been obtained. I understand that the CIA will act within a reasonable time in considering my proposed employment or activities, and will apprise me in writing of its reasons for denying the requested employment or activity in case of disapproval.

6. I understand that the purpose of the review described in paragraph 5 is to give the CIA an opportunity to determine whether the information or materials which I contemplate disclosing publicly contain any information which I have agreed not to disclose. I further understand that the review of my post-employment activities provided in paragraph 5 is for the purpose of protecting the national security and that CIA will

only disapprove those activities inimical to the national security. I understand that the CIA will act upon the materials or information I submit pursuant to the review procedures of paragraph 5 and make a response to me within a reasonable time.

7. I understand that all information or materials which I may acquire in the course of my employment or other service in the CIA which fit the descriptions set out in paragraph 3 of this agreement are and will remain the property of the United States Government. I agree to surrender all materials reflecting such information which may come into my possession or for which I am responsible because of my employment or other service with the CIA, upon demand by an appropriate official of the CIA, or upon the conclusion of my employment or other service with the CIA.

8. I agree to notify the CIA immediately in the event that I am called upon by judicial or congressional authorities to testify about, or provide, information which I have agreed herein not to disclose.

9. I understand that nothing contained in this agreement prohibits me from reporting intelligence activities which I consider to be unlawful or improper directly to the Intelligence Oversight Board established by the President or to any successor body which the President may establish. I recognize that there are also established procedures for bringing such

matters to the attention of the CIA's Inspector General or to the Director of Central Intelligence. I further understand that any information which I may report to the Intelligence Oversight Board continues to be subject to this agreement for all other purposes and that such reporting does not constitute public disclosure or declassification of that information.

10. I further understand that nothing in this agreement shall prevent my employment in any capacity by any agency or department of the United States upon the termination of my employment with the CIA.

11. I understand that any breach of this agreement by me may result in the CIA taking administrative action against me, which can include temporary loss of pay or termination of employment or other service with the CIA. I also understand that, if I violate the terms of this agreement, the United States Government may institute a civil proceeding to seek compensatory damages or other appropriate relief. Further, I understand that the disclosure of information which I have agreed herein not to disclose can, in some circumstances, constitute a criminal offense.

12. I understand that the United States Government may, prior to any unauthorized disclosure or unauthorized undertaking of employment which is threatened by me, choose to apply to any appropriate court for an order enforcing this agreement. Nothing in this agreement constitutes a waiver on

the part of the United States to institute a civil or criminal proceeding for any breach of this agreement by me. Nothing in this agreement constitutes a waiver on my part of any possible defenses I may have in connection with either civil or criminal proceedings which may be brought against me.

13. In addition to any other remedy to which the United States Government may become entitled, I hereby assign to the United States Government all rights, title, and interest in any and all royalties, remunerations, and emoluments that have resulted or will result or may result from any divulgence, publication or revelation of information by me which is carried out in breach of paragraph 5 of this agreement or which involves information prohibited from disclosure by the terms of this agreement, and further assign to the United States Government all interests in any compensation or payment received by me in connection with post-employment activities which constitute a willful violation of paragraph 4 of this agreement. Nothing in this paragraph shall preclude the CIA from obtaining injunctive relief in cases of nonwillful violations of this agreement.

14. I understand and accept that, unless I am provided a written release from this agreement or any portion of it by the Director of Central Intelligence or the Director's representative, all the conditions and obligations accepted by me in this agreement apply both during my employment or other service with the CIA and at all times thereafter.

15. I understand that the purpose of this agreement is to implement the responsibilities of the Director of Central Intelligence, particularly the responsibility to protect intelligence sources and methods, as specified in the National Security Act of 1947, as amended.

16. In any civil action which may be brought by the United States Government for breach of this agreement, I understand and agree that the law of the Commonwealth of Virginia shall govern the interpretation of this agreement.

17. Each of the portions of this agreement is severable. If a court should find any of the portions of this agreement to be unenforceable, I understand that all remaining provisions will continue in full force.

18. I make this agreement in good faith, and with no purpose of evasion.

Signature

Date